

EXHIBIT 1

ARBITRATION AGREEMENT**AGREEMENT REGARDING ARBITRATION
OF ALL EMPLOYMENT DISPUTES AND
WAIVER OF RIGHT TO JURY TRIAL
(“Agreement”)**

We endeavor to maintain the highest degree of professionalism in every aspect of our business. We also make it our priority to provide our employees with a work environment that is enjoyable and individually rewarding. We hope that all employees will use the complaint procedures and grievance procedures we have described in our Employee Handbook. We understand, however, that conflicts sometimes arise that cannot be resolved without the intervention of a third-party.

A. All Employment-Related Claims Are Subject To Arbitration. As a condition of employment with Perry Ellis International, Inc., or any of its subsidiaries, (collectively, “Perry Ellis”), you agree to submit any claims arising out of your employment or relating to your employment to binding arbitration. Without limiting the generality of the foregoing, you and Perry Ellis agree to submit to binding arbitration any claims arising under Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the National Labor Relations Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Florida Civil Rights Act, the Florida Whistleblower’s Act, the Fair Labor Standards Act, Sections 1981 through 1988 of Title 42 of the United States Code, any other federal, state or local law, regulation or ordinance, and any common law claims, claims for breach of contract, or claims for declaratory relief. The arbitrator shall decide whether any particular dispute or claim is arbitrable.

B. The Arbitration Procedure. You or Perry Ellis may initiate this procedure, within the applicable limitations period after exhausting any administrative remedies required by law, by making a written demand on the other party for arbitration. The arbitration will be conducted in Miami-Dade County, Florida. The arbitration shall be administered in accordance with the Florida Arbitration Code. A single arbitrator will be selected from a panel of five (5) arbitrators by alternatively striking one arbitrator from the panel until one (1) arbitrator remains on the panel. You will first strike an arbitrator on the panel, then Perry Ellis will strike an arbitrator, and so on, until one arbitrator remains. You and Perry Ellis shall each share in equal amounts the fee charged by the Arbitrator. In all other respects, you and Perry Ellis will pay your own fees and costs. The prevailing party shall be entitled to recover costs, including reasonable attorney’s fees, from the non-prevailing party. The decision of the arbitrator will be final and binding on all parties. Judgment upon the award rendered by the arbitrator may be entered in any court possessing jurisdiction over the parties and the arbitral award.

C. Waiver of Right to Jury Trial. In the event that the arbitration procedure described in the preceding paragraph is determined by a court of competent jurisdiction to be entirely unenforceable, you and Perry Ellis agree that any employment related litigation described in Paragraph A shall be tried before the court and not before a jury. You and Perry Ellis each waive any right to a jury trial or to have any employment-related claims tried in front of a jury.

D. Knowing and Voluntary Agreement. If you have any questions about any aspect of this Agreement, you should feel free to ask Perry Ellis’s Human Resources Department. You are also encouraged to consult your own attorney. You are entering into this Agreement voluntarily, but your employment with Perry Ellis is conditioned upon your agreement to the terms expressed in this Agreement.

E. Severability. If any provision of this Agreement be declared illegal or unenforceable by any court of

competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

I UNDERSTAND AND AGREE THAT, BY SIGNING THIS AGREEMENT, I AM WAIVING MY RIGHT TO A JURY TRIAL. I AM WAIVING ANY RIGHT TO HAVE ANY EMPLOYMENT-RELATED CLAIMS TRIED IN FRONT OF A JURY AND THOSE CLAIMS WILL BE TRIED IN FRONT OF AN ARBITRATOR OR THE COURT, AS THE CASE MAY BE.

Arbitration Agreement

Perry Ellis has adopted an online hiring process that greatly reduces paperwork and the amount of time it takes to place someone on payroll. You will be asked to provide your signature electronically on the required forms.

By providing your electronic signature, you:

- Agree that your name, in conjunction with your personal password that you used to gain access to the system, will identify that record or transaction as yours.
- Agree that because an electronic record or transaction undertaken with your password will be attributed to you, it is essential that you keep it secure. You also agree that you will not disclose your password to another person.
- Understand that a record or signature may not be denied legal effect or enforceability solely because it is in electronic form.



Password Verified



Name:

JOSEPH COOK

Date:

8/28/12 (m/d/yy)

Signature ID: 2JTKGZT07-11B6Y0XJE

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